

**INVITATION TO BID AND INSTRUCTIONS TO BIDDERS
SOUTHERN TENNESSEE HIGHER EDUCATION FENCE
PROJECT**

**BID OPENING
October 20, 2020
4:00 P.M., local time
at the
LAWRENCEBURG MUNICIPAL COMPLEX
25 PUBLIC SQUARE
LAWRENCEBURG, TN 38464**

It is the policy of the City of Lawrenceburg that all contractors bidding on applicable city projects must include in their bid package a "TITLE VI COMPLIANCE POLICY" statement thereby affirming their compliance with Title VI of the Civil Rights Act of 1964.

Failure to include a "TITLE VI COMPLIANCE POLICY" statement in an RFP or a Bid will result in disqualification of the Contractor's RFP or Bid.

This policy applies to all engineering and architectural firms that do business with the City of Lawrenceburg, as well as any individual contractors wishing to submit a bid for city projects.

It is the policy of the City of Lawrenceburg that all contractors bidding on applicable city projects must include in their bid package the "IRAN DIVESTMENT ACT POLICY" statement below thereby affirming their compliance with Iran Divestment Act

**TELEPHONE: (931)762-4459
ATTN: CHRIS SHAFFER, CITY ADMINISTRATOR
CSHAFFER@LAWRENCEBURGTN.GOV**

CITY OF LAWRENCEBURG, TENNESSEE
INVITATION TO BID AND INSTRUCTIONS FOR BIDDERS

Project: **SOUTHERN TENNESSEE HIGHER EDUCATION FENCE**
PROJECT

Invitation

Sealed bids will be accepted by the City of Lawrenceburg until 4:00P.M., local time, October 20, 2020. Bids will be publicly opened in the Lawrenceburg Municipal Complex Council Room, located at 25 Public Square, Lawrenceburg, Tennessee, immediately following the 4:00 P.M. deadline. Bids will be for the purpose of quoting prices for furnishing all labor, materials, supplies, tools, and equipment necessary to perform all work and services described in the bid specifications attached hereto, in strict accordance with the terms and provisions of said Contract, and the specifications. Specifications of building is attached with this bid package.

All bids must be completed and submitted on the Bid Form provided. The bids shall be submitted on or before the time set for the opening of bids. Bids received after the time so set are late bids and will not be considered. Late bids, unsealed bids, unmarked envelopes, and incorrectly marked envelopes will not be opened. Electronic bids are not accepted.

Bid opening will be held in the Lawrenceburg Municipal Complex in the City Administrator's Office. No bid received after the above time will be opened or considered. Bids should be sealed and marked Southern Tennessee Higher Education Fence Project and if mailed; placed in another envelope addressed to City of Lawrenceburg; Lawrenceburg Municipal Complex, 25 Public Square, Lawrenceburg, TN 38464, Attn: Chris Shaffer, City Administrator.

Work shall commence after receipt of a written Notice to Proceed and authorization from City Administrator Chris Shaffer. Construction of fence shall be completed within the timeframe agreed to by the parties.

Discrepancies

Should the Bidder find any discrepancies in, or omission from, the bid documents, or should the Bidder be in doubt as to their meaning, the Bidder shall at once notify Chris Shaffer via email at cshaffer@lawrenceburgtn.gov and obtain an interpretation or clarification prior to submitting a bid. Any interpretation or clarification given in accordance with this provision shall be in writing and will be distributed to all known bidders. Only questions answered in writing will be binding. Oral and other interpretations or clarifications will be without legal effect.

Prices

The Bidder shall submit an itemized price for the project as specified on the Bid Form. It is agreed that this bid document in its entirety is included in and made a part of the contract between the City and the successful Bidder.

Withdrawal of Bids

Bids may be withdrawn on written or telegraphic request received from Bidders prior to the time fixed for opening of the bids.

Rejection of Bids

The City reserves the right to reject any and all bids when such rejection is in the interest of the City of Lawrenceburg; to reject the bid of a Bidder who has previously failed to perform properly or complete on time jobs of a similar nature; to reject the bid of a Bidder who is not, in the opinion of the City, in a position to perform the Contract, and to reject the bid of a Bidder not submitted in accordance with this Invitation to Bid.

Equipment

The Bidder shall have available under Bidder's control, tools and equipment of the type, character and amount required to complete the proposed work within the specified time. Each Bidder shall furnish a list of the tools and equipment proposed for use on the work if requested.

Award of Contract

The City will make the award as soon as practical to the lowest responsible Bidder, price and other factors considered, provided it is reasonable and in the best interest of the City. The successful Bidder shall be required to execute the Contract attached hereto.

Insurance

The successful Bidder will be required to maintain Worker's Compensation, Comprehensive General Liability, and Comprehensive Automobile Liability and Property Damage Insurance in accordance with the provisions of the Contract Documents. The City of Lawrenceburg, Tennessee shall be named as an additional insured.

City Officers and Employees Not To Have Financial Interest

No contract shall be made with any officer or employee of the City or any firm or corporation in which any officer or employee of the City has financial interest.

Compliance with All Laws, Ordinances, Statutes, and Regulations

The Contractor shall comply with all federal, state, county and local laws, ordinances, statutes, and regulations.

Bid Submittal Instructions

Pursuant to Tennessee Code Annotated 62-6-119, each bid must be submitted in an opaque sealed envelope marked on the outside as follows:

From: Bidder's Name
Bidder's Address
General Contractor's State of Tennessee License Number (if applicable)
Bidder's License Expiration Date (if applicable)
Bidder's License Category or Classification (if applicable)

To: Chris Shaffer
City Administrator
City of Lawrenceburg
25 Public Square
Lawrenceburg TN 38464

Late Bids are not accepted.

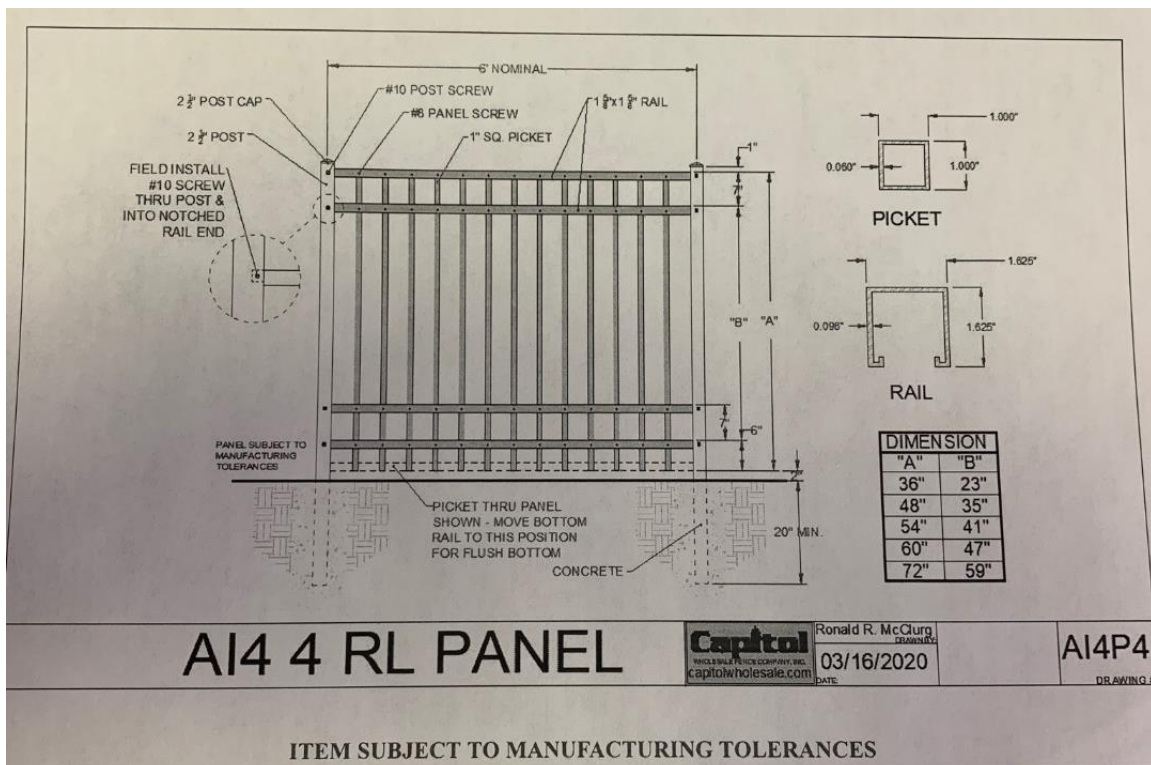
It is the policy of the City of Lawrenceburg that all contractors bidding on applicable city projects must include in their bid package a "TITLE VI COMPLIANCE POLICY" statement thereby affirming their compliance with Title VI of the Civil Rights Act of 1964.

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SCOPE OF WORK

General Requirement:

1. Provide all labor, materials, tools, equipment, engineering, and services to construct approximately 2600 LF feet of fence line at the Southern Tennessee Higher Education Center as depicted in attached site of work document.
2. Construct 2600 LF of ornamental aluminum fencing as illustrated in attached document entitled A14 4RL Panel by Capital Wholesale Fence Company, or equivalent product.
3. Clean and remove all dirt and scrap material resulting from installation.
4. All work shall comply with ASTM standards for described fencing as well as installation instructions.
5. Alternate pricing for a dual opening 16' gate of matching material.
6. Include unit pricing on fence.



City of Lawrenceburg, Tennessee
BID PRICING SHEET

Bid Reference: **SOUTHERN TENNESSEE HIGHER EDUCATION FENCING PROJECT**

Total Base Bid Price: \$ _____ (Price in Numbers)

_____ (Price in Words)

1. Unit pricing for fence. _____
2. Alternate to add 16" dual opening gate \$ _____

Signature of Authorized Official

Name and Title (Printed)

Legal Name of Business

Physical Address

Mailing Address

Telephone Number

Fax Number

Email

Date: _____

TITLE VI COMPLIANCE STATEMENT

_____ (Company or Individual), will comply with the Title VI Civil Rights Act of 1964 and the Civil Rights Restoration Act of 1987. The department will utilize its best efforts in maintaining compliance in all programs subject to the requirements of Title VI and all other federal regulations applicable to the administration of such programs.

It is further averred that _____ will not on the basis of race, color, or national origin: ☐ Deny any person service, assistance or other benefit for which the person is qualified; ☐ Provide any person with a service different from that provided to others under the same program; ☐ Subject any person to separate treatment in any manner related to services, aid or other benefits; ☐ Limit any person in any way in the use of services, facilities, or any other advantages, privileges or benefits provided to others under any program; ☐ Treat any person differently from others in deciding whether the person meets requirements to receive aid, care, service or other benefit; ☐ Deny any person or offer an opportunity different from that offered others in any program or service; ☐ Adopt methods that limit participation by any group of recipients or subject them to discrimination; and ☐ Refer any person to agencies that do not obey civil rights law.

Signature: _____
Company Representative

IRAN DIVESTMENT ACT POLICY

_____(insert contractor name)
certifies, and in the case of a joint bid each party thereto certifies as to its own
organization, under penalty of perjury, that to the best of its knowledge and belief
that each bidder is not on the list created pursuant to §12-12-106”

Signature
Company Representative

EXHIBIT A

A14 4RL PANEL

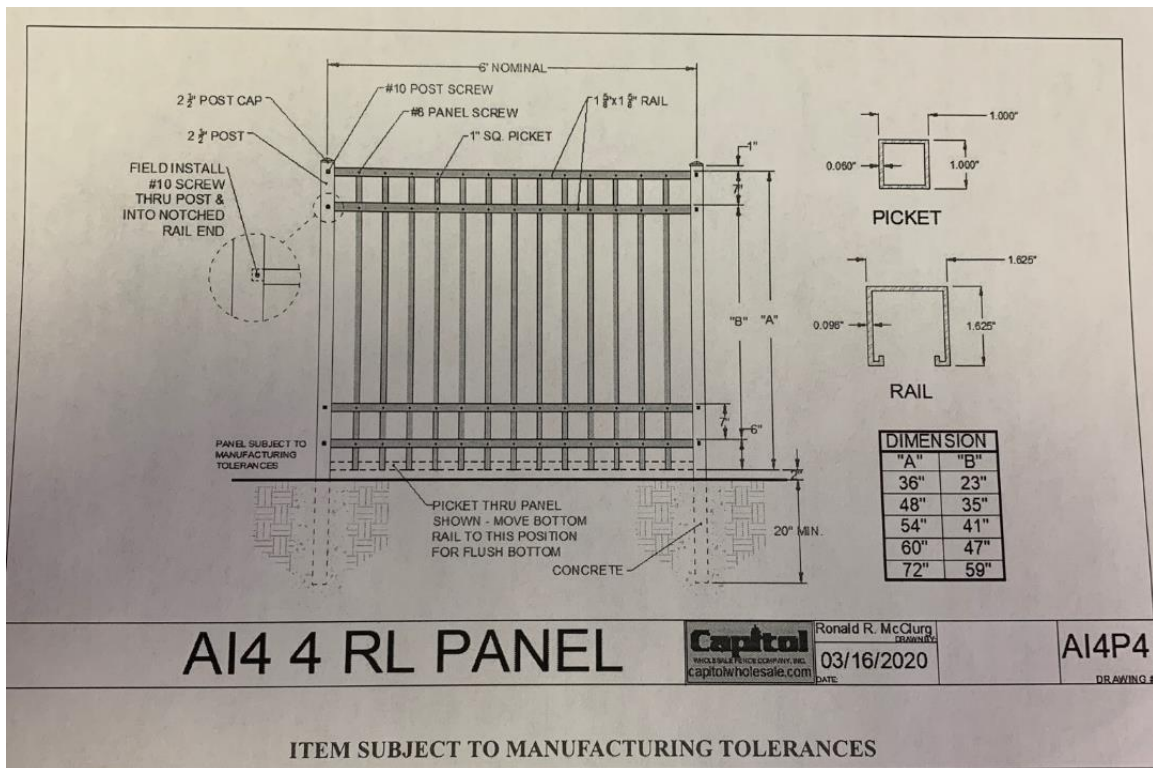


EXHIBIT B

SITE OF WORK

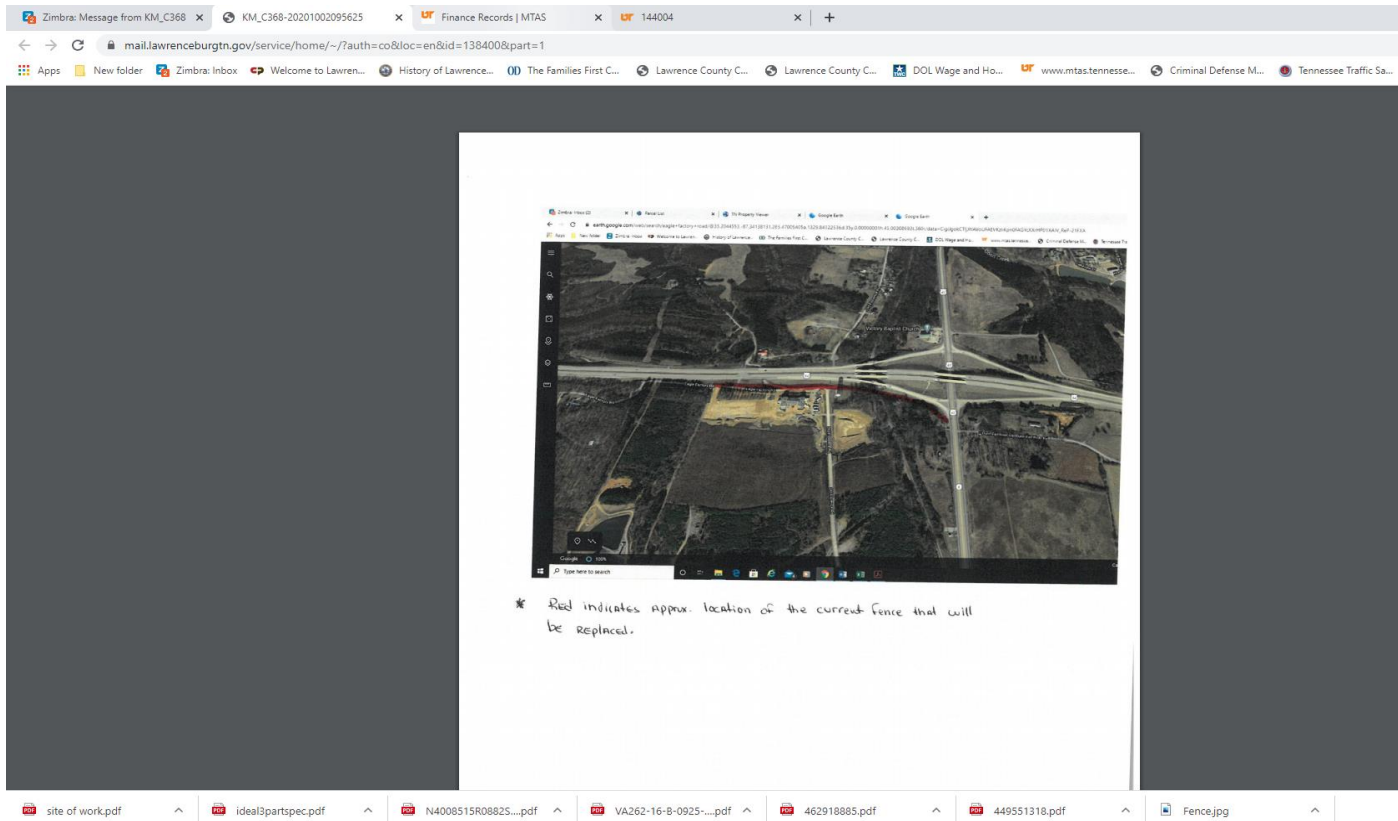


EXHIBIT C

CONTRACT

THIS CONTRACT entered into this _____ day of _____, 2020, by and between **the CITY OF LAWRENCEBURG, TENNESSEE**, a municipal corporation, hereinafter called the "City," and , _____, hereinafter called the "Contractor."

WITNESSETH

In consideration of the mutual promises of the parties hereto, the parties do hereby agree as follows:

ARTICLE 1 – Scope of This Contract

The work to be done consists of furnishing all labor, materials, supplies, tools, equipment and other incidentals necessary to perform all work and services required for Bid Reference, **Southern Tennessee Higher Education Center Fencing Project** for the City of Lawrenceburg, in strict accordance with the terms and provisions of this Contract, the Specifications contained in the bid package, and the bid of the Contractor attached hereto. In performance of this Contract, the Contractor binds himself to the City to comply fully with all provisions, undertakings, and obligations hereinafter set forth.

ARTICLE 2 – Term

This Contract shall become effective upon its execution and shall continue in full force and effect through completion. Work shall commence after the Contractor's receipt of a written Notice to Proceed from the City and authorization from Chris Shaffer who can be reached at (931) 762-4459. Work shall be completed within 3 weeks of commencement, unless an alternate schedule is approved by the parties in writing.

ARTICLE 3 – Changes

A. City may, by written order, and without notice to the Sureties, make changes in the Specifications of this Contract or related bid specifications, within the general scope thereof. If any such changes cause an increase or decrease in the scope of this Contract or bid specifications in the time required for its performance, an equitable adjustment shall be made and this Contract shall be modified in writing accordingly.

B. Should the Contractor encounter conditions materially different from those shown in the specifications, the City shall be notified in writing immediately of such conditions before they are disturbed. The City shall thereupon promptly investigate the conditions and if it finds that they do so materially differ from those specified, this Contract shall be modified to provide for any increase or decrease of cost and difference in time resulting from the conditions so found.

C. Except as otherwise herein provided, no charge for any extra work or material will be allotted unless the same has been approved in writing by the City, and the price stated.

ARTICLE 4 – Inspections and Defective Work

All workmanship and services shall be subject to inspections, examinations and tests by the City or its designee at any and all times during the performance of this Contract. The City shall have the right to reject defective workmanship and to require correction.

Rejected workmanship shall be satisfactorily corrected without charge therefore. If the Contractor fails to proceed at once to correct such defective workmanship, the City may proceed with such corrective work and the Contractor shall be liable for all direct cost occasioned in the performance therefore.

This provision does not negate, modify or replace any warranties contained elsewhere in this Contract or related bid specifications. This provision shall survive the termination or suspension of this Contract.

Neither payment nor any provisions in the Contract document shall relieve the Contractor of responsibility for faulty materials or defective workmanship. The City shall give notice of observed defects with reasonable promptness. The deterioration due to ordinary use and normal wear is excepted from this guarantee.

The Contractor shall reimburse the City for the cost of damage, if any, as well as the cost of replacing defective materials or workmanship. If replacements are not made within ten (10) days after notice is given of such defect in workmanship, or thirty (30) days in case of materials, then the City shall have the right to make replacements and charge the cost of same to Contractor or the Contractor's surety.

ARTICLE 5 – Site Investigation

The Contractor represents that it has visited the site and determined the nature of the work and the difficulties and facilities attending execution of the work, and all other matters, which can in any way affect the work under this Contract.

ARTICLE 6 – Delays, Damages

If the Contractor refuses or fails to prosecute the work with such diligence as will ensure its completion within the time specified in Article 2, or fails to complete the work within such time, the City may terminate this Contract. In such event, the City may take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable to the City for any excess cost occasioned thereby. If this Contract is so terminated, the City may take possession of and utilize in completing the work such materials, appliances, tools and equipment as may be on the site of the work and necessary therefore.

ARTICLE 7 – Payment

As consideration for performing all work and services set forth in this Contract, and as full consideration thereof, the City agrees to pay the Contractor \$_____ in accordance with the bid sheet of the Contractor which is incorporated by reference into this Contract.

ARTICLE 8 – Final Payment

Upon completion of the work and services covered by this Contract and before final payment, the Contractor must furnish evidence to satisfy the City that all suppliers of

materials used and all labor and other employees working for the Contractor pursuant to this Contract have been fully paid. Upon final payment, the City is to be released from all liability whatsoever growing out of this Contract.

ARTICLE 9 – Indemnification by Contractor

To the fullest extent permitted by all applicable laws and regulations, the Contractor hereby agrees to protect, indemnify and hold harmless the City and their consultants, agents and employees from and against any and all claims, loss, expense, damage, charges and costs direct, indirect or consequential (including but not limited to fees and charges of engineers, architects, attorneys and other professional and court costs), collectively referred to as “claims,” for injury to or death of persons and injury to or destruction of property suffered or alleged to have been suffered as a result of any act or omission on the part of the Contractor, any of the Contractor’s subcontractors, anyone for whose acts any of them may be liable, or others whose services are engaged by the Contractor or anyone directly or indirectly employed or controlled by either of them in the course of the performance of the work provided for in the Contract, except such injury, destruction or death as may be caused by the sole negligence or fault of the City. When the City submits notice, the Contractor shall promptly defend any aforementioned action. In any and all claims against the City or any of their consultants, agents or employees by any employee of the Contractor, any of the Contractor’s subcontractors, anyone for whose acts any of them may be liable, or others whose services are engaged by the Contractor or anyone directly or indirectly employed or controlled by either of them in the course of the performance of the work provided for in the Contract, the indemnification obligation described herein shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under workers’ compensation acts, disability benefit acts or other employee benefit acts. The limits of insurance required in this Contract shall not limit the Contractor's obligations under this article. The terms of this article shall survive the termination or suspension of this Contract.

ARTICLE 10 – Rate of Progress

Notwithstanding any other provisions in this Contract, the Contractor shall furnish sufficient labor, materials, supplies, tools, and equipment, and shall work such hours, including overtime, Sundays, and/or Holidays, as may be necessary to carry out the work in accordance with the approved schedules for its completion not later than the respective times allowed for completion set forth in these Contract Documents. Should the Contractor refuse or fail to comply with its obligations set forth in the preceding sentence after receipt of any written directive or request by the City that the Contractor furnish additional labor, materials, supplies, tools, and equipment, and/or work additional hours, including overtime, Sundays, and/or Holidays, the City may terminate the Contractor's right to proceed with the whole or any part of the work under this Contract.

ARTICLE 11 – Compliance with All Laws, Ordinances, Statutes, and Regulations

The Contractor shall comply with all federal, state, county and local laws, ordinances, statutes, and regulations.

ARTICLE 12 – Insurance and Bonds – The Contractor and independent contractors shall carry Worker’s Compensation, Comprehensive General Liability, and Comprehensive Automobile Liability and Property Damage Insurance in an amount necessary to satisfy the City of Lawrenceburg.

ARTICLE 13 – Insurance

The Contractor shall at all times during the Contract maintain in full force and effect insurance in the types set forth in Article 11, titled “Insurance and Bonds,” and as listed in the General Conditions. All insurance shall name the City of LAWRENCEBURG, Tennessee as an additional insured. The Contractor shall maintain policies providing the following insurance protection, each policy containing a requirement that, in the event of change or cancellation, thirty (30) days' prior written notice be sent by mail to the City. Certificates of Insurance describing the coverage shall be furnished by the Contractor and shall contain the following express obligation:

"This is to certify that the policies of insurance described herein have been issued to the insured for whom this certificate is issued and are in force at this time. In the event of cancellation or material change in a policy affecting the certificate holder, thirty (30) days' prior written notice will be given the certificate holder."

The Contractor may purchase at its own expense such additional or other insurance protection as it may deem necessary. Maintenance of the required minimum insurance protection does not relieve the Contractor of responsibility for any losses not covered by the above required policies. Before commencement of work hereunder, the Contractor agrees to furnish to the City of Lawrenceburg (Administration Department, 25 Public Square, Lawrenceburg, Tennessee 38484) a Certificate of Insurance or other evidence satisfactory to the City to the effect that such insurance has been procured and is in force.

ARTICLE 14 – Permits and Licenses

The Contractor shall obtain, at the Contractor's expense, all permits, licenses and bonds required by law or ordinance and maintain the same in full force and effect.

ARTICLE 15 – Subcontracting and Assignment

A. The Contractor may utilize the services of specialty subcontractors on those parts of the work which, under normal contracting practices, are performed by specialty subcontractors.

B. The Contractor shall not award, assign, transfer or pledge any work to any subcontractor without prior written approval of the City, which approval will not be given until the Contractor submits to the city a written statement concerning the proposed award to the subcontractor, which statement shall contain such information as the City may require.

C. The Contractor shall be as fully responsible to the City for the acts and omissions of subcontractors, and of persons either directly or indirectly employed by said subcontractors, as the Contractor is for the acts and omissions of persons directly employed by the Contractor.

D. The Contractor shall make a condition of all subcontracts and/or cause appropriate provisions to be inserted in all subcontracts relative to the work to bind subcontractors to the Contractor by the terms of the Contract Documents insofar as applicable to the work

of subcontractors and to give the Contractor the same power as regards terminating any subcontract that the City may exercise over the Contractor under any provision of the Contract Documents.

E. Nothing contained in this Contract shall create any contractual relation between any subcontractor and the City.

ARTICLE 16 – Superintendence by the Contractor

The Contractor shall give its personal superintendence to the work or have a competent foreman or superintendent satisfactory to the City on the site at all times during the progress of the work, with authority to act on behalf of the Contractor.

ARTICLE 17 – Termination

Notwithstanding any other provisions in this Contract, the Contractor shall furnish all labor, materials, supplies, tools and equipment necessary to perform the work and services within allowed times for completion as set forth in these Contract Documents. Should the Contractor refuse or fail to comply with its obligations, or in the event the Contractor shall violate any of the provisions of this Contract, or the quality or quantity of the work performed is, in the judgment of the City, below standard and therefore unsatisfactory, the City shall have the right to cancel this Contract upon thirty (30) days written notice to the Contractor and to complete the work undertaken by the Contractor without incurring any liability to the Contractor except to pay the Contractor the fair value to the City of the work satisfactorily performed by the Contractor.

ARTICLE 18 – Termination of Contract for Cause

If, through any cause, the Contractor shall fail to fulfill in timely and proper manner the obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the City shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Contractor under this Contract shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Contract by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the exact amount of damages due the City from the Contractor is determined.

ARTICLE 19 – Anti-Discrimination

The Contractor, in performing the work or furnishing the services covered by this Contract, shall not discriminate against any person because of race, creed, color, national origin, age, sex, sexual orientation, disability, religion or other legally protected status. The City of LAWRENCEBURG encourages the utilization of minority and women-owned businesses in its contracting and subcontracting projects and the Contractor is

encouraged to actively solicit the participation of these businesses. The Contractor shall inform all of its subcontractors and vendors providing work or services under this Contract of this requirement and shall ensure compliance therewith.

ARTICLE 20 – Personnel

A. The Contractor represents that it has, or will, secure at the Contractor's expense, all personnel required to perform the work and services outlined in this Contract. Such personnel shall not be employees of or have any contractual relationship with the City.
B. All of the services required hereunder will be performed by the Contractor or under the Contractor's supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local laws to perform such services.

ARTICLE 21 – Reports and Information

At such times and in such forms as the City may require, the Contractor shall furnish to the City such periodic reports as are requested by the City pertaining to the work and services covered by this Contract, the costs and obligations incurred or to be incurred in connection herewith, and any other matters covered by this Contract. The City can audit the Contractor's and the Contractor's subcontractors' financial records pertaining to this project.

ARTICLE 22 – Liquidated Damages

The City and Contractor hereby agree that any actual damage amount for delay in the completion of the work under this Contract is unknown and would be difficult if not impossible to estimate; therefore, the parties agree that the Contractor shall pay to the City as liquidated damages and not as penalty the amount of one hundred dollars (\$100.00) for each and every day of delay of the work under this Contract beyond the term specified in this Contract for completion of the work.

ARTICLE 23 – Governing Law

This Contract is governed by the laws of the State of Tennessee

(signature page follow)

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the day and year first above written, the CITY of LAWRENCEBURG, by its Mayor, by authority duly given.

APPROVED AS TO FORM AND LEGALITY:
CITY OF LAWRENCEBURG, TENNESSEE

City Attorney

Mayor

(CONTRACTOR)

Signature

(Printed or Typed Name and Title)

Attachments:

Specifications

Bid Documents

Exhibit B - Site of Work

Exhibit A - A14 4RL Panel